CONSTITUTIONAL LAW — CORPORATIONS—SERVICE OF PROCESS.—A statute authorizing service of summons on corporations which neglect to file names of officers on whom process may be served, to be made by leaving copies with the register of deeds where the corporation has its principal office, is held, in *Pinney* v. *Providence Loan & Inv. Co.* (Wis.), 50 L. R. A. 577, to be invalid for lack of due process of law. With the case is an extensive note on the question, what service of process is sufficient to constitute due process of law.

Statutes of a similar character exist in Virginia. See Va. Code, secs. 1104–1105; 1266–1267.

BANKRUPTCY—PREFERENCES.—The payment of money by an insolvent to an unsecured creditor in the ordinary course of business is held, in *Re Fixen & Co.* (C. C. A. 9th C.), 50 L. R. A. 605, to be a transfer of property within the meaning of the bankruptcy act of 1898, sec. 60*a*, making transfers of property by an insolvent for the purpose of enabling one creditor to get an advantage over the others an illegal preference, and a creditor who has received such payment is required to surrender it before he can claim for the balance of his account.

See article on this subject in 6 Va. Law Reg. 455.

NEGLIGENCE—BREACH OF CITY ORDINANCE.—A general city ordinance requiring motormen and conductors of street cars to keep a vigilant watch for all persons on foot and stop the car on the first appearance of danger is held, in *Holwerson* v. *St. Louis & S. R. Co.* (Mo.), 50 L. R. A. 850, not to affect the civil liability of the street-railway company to persons injured by its failure to comply with the ordinance, where this was not made a part of the railway franchise and the company had never agreed to be bound by it.

As to whether the rule that breach of a statute gives a right of action to any person injured thereby, includes a breach of a city ordinance, see 4 Va. Law Reg. 702; *Dangerfield* v. *Thompson*, 33 Gratt. 151; *Washington etc. Co.* v. *Lacey*, 94 Va. 460.

FIRE INSURANCE—LOSS PENDING EXECUTORY CONTRACT OF SALE.—The destruction by fire of improvements on land for which a contract of sale had been made, but before possession was taken by the vendee, is held, in *Phinizy* v. *Gurnsey* (Ga.), 50 L. R. A. 680, to cast the loss on the vendor, and therefore to give him the right to any insurance on the property, and, while the statute denies the vendor any right to specific performance of the contract in such a case, the vendee is allowed such remedy, with such an abatement of the contract price as is just and reasonable.

In the absence of statute, however, loss by destruction of improvements on the premises, falls on the vendee. Where the vendor holds a fire policy on the premises in such case, the courts are not agreed as to who is entitled to the insurance money. On principle—insurance being for indemnity only—the insurance company, after paying the loss to the vendor, should be subrogated *pro tanto* to his rights against the vendee. And this is the English doctrine. *Castellain* v. *Preston*, L. R. 11 Q. B. Div. 380 (1883). In a recent Maryland case, the vendee